

## LAW AND MANAGEMENT OF INTELLECTUAL PROPERTY SBSD 2043 – 02

# COPYRIGHT LICENSE AGREEMENT GROUP: 1

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#### **ACKNOWLEDGEMENT**

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We would like to express our gratitude towards the each of the group members for their kind cooperation and encouragement which help us in completion of this assignment. Our thanks and appreciations also go to the people who are directly or indirectly helped us out in developing the assignment.

#### INTRODUCTION

Quotes Publisher is a Malaysia worldwide publishing house of fiction and non-fiction where located in Petaling Jaya city. The company was founded in 1 May 2008 by six authors who are Arman Hafiz, Lian Tat Xian, Anis Iryany, Ameera Nabihah, Aqilah, and Batrisya.

Quotes Publisher published a lot of famous fictions including Anna Karenina. Madame Bovary, The Great Gatsby and so on. One of the fictions, "*The Jungle Book*" was published by Quotes Publisher in year 2015, is selected by Dr. Movie Production with intention to rearrange it and publish in the form of movie.

However, Quotes Publisher intends to retain the ownership of the copyright of "*The Jungle Book*", Quotes Publisher, therefore will license non-exclusive right of "*The Jungle Book*" to Dr. Movie Production with 3 years duration of the license. Besides, Dr. Movie Production is the only party own the right for literary work and Quotes Publisher will not grant the right of "*The Jungle Book*" to any other party.

Moreover, Quotes Publisher will retain the right of "*The Jungle Book*" to create an audio version and e-book. For instance, if one day Quotes Publisher intend to create an audio version or e-book for "*The Jungle Book*" and publish to social media, the act of Quotes Publisher will not infringe the right of Dr. Movie Production.

Lastly, Quotes Publisher and Dr. Movie Production will sign a Copyright License Agreement for granting the right of "*The Jungle Book*". The Copyright License Agreement will state clearly all the terms and conditions that both parties must abide to it.

#### **COPYRIGHT LICENSE AGREEMENT**

This Copyright License Agreement is made effective as of January 14, 2020 by **Quotes Publisher** of No.16, Jalan 4/4A, Mutiara Damansara, 47180 Petaling Jaya, Selangor and **Dr. Movie Production** of Persiaran Cyber Point Selatan, Cyber 8, 63000 Cyberjaya, Selangor.

This Agreement shall be governed by the laws of Copyright Act 1987. This Agreement will commence on the April, 1 2020 and continue until the April, 1 2023 or until either party provides written notice of termination to the party with a 30 days' notice.

In this Agreement, the party granting the right to use the licensed property, Quotes Publisher, shall be referred to as the "Owner" and the party who is obtaining the right to use the licensed property, Dr. Movie Production, will be referred to as the "User"

#### **RECITALS**

- 1. Quotes Publisher is engaged in the business of generating, promoting, distributing, developing and publishing a book relating to their use.
- 2. Quotes Publisher use literary work "The Jungle Book" and give permission to Dr. Movie Production for make it into movie.
- 3. Quotes Publisher retains all exclusive rights in and to the literary works mentioned in this Agreement that are copyrightable and/or copyright.
- 4. Quotes Publisher owns all rights in and to the literary work and maintains all rights to the literary work which are not transferred herein and maintains all common law copyrights and all federal copyright issued by the Quotes Publisher or which may have been issued.
- Quotes Publisher has agreed to grant, a license authorizing the use of the literary work to Dr. Movie Production in accordance with the terms and conditions of this Agreement.

#### The parties agree to abide by the terms as follows:

#### I. GRANT OF LICENSE

Quotes Publisher owns Dr. Movie Production. In accordance with this Agreement, Quotes Publisher grants Dr. Movie Production a non-exclusive license to use or sell content, title, idea, and others of the book "*The Jungle Book*". Dr. Movie Production will own all rights to materials, products or other works created by Dr. Movie Production in connection with license. Quotes Publisher will retain the right of "*The Jungle Book*" to create an audio version and e-book.

#### II. RIGHTS AND OBLIGATIONS

Dr. Movie Production shall be solely responsible for providing all Literary work in which the licensed property is used. Dr. Movie Production shall be the sole owner of the Literary work and all proprietary rights in and to the work; however, such ownership shall not include ownership if the copyright in and "*The Jungle Book*" or any other rights to the book not specifically granted in this Agreement.

#### III. PAYMENT

Dr. Movie Production will pay to Quotes Publisher a royalty which shall be calculated as follows: 25% of sales. With each royalty payment, Dr. Movie Production will submit to Quotes Publisher a written report that sets forth the calculation of the amount of the royalty payment.

#### IV. MODIFICATIONS

Unless the prior written approval of Quotes Publisher is obtained, User may not modify or change the property in any manner. Dr. Movie Production shall not use licensed property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

#### V. DEFAULTS ON AGREEMENT

If Dr. Movie Production fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Quotes Publisher shall have the option to cancel this Agreement by providing 30 days written notice to Dr. Movie Production. Dr. Movie Production shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence. There must be no other defaults during such time period or Quotes Publisher will have the option to cancel this Agreement, despite previous corrective action.

#### VI. WARRANTY

Neither party makes any warranties with respect to the use, sales or other transfer of the Property by the other party or by any third party, nor Dr Movie Production accepts the product "AS IS". In any case Dr Movie Production will be liable for direct, indirect, special, incidental or consequential damage, that are in any way related to "*The Jungle Book*".

#### VII. TRANSFER RIGHT

Neither party shall have the right to give its interest in this Agreement to any other party, unless the prior written of consent of the other party is obtained.

#### VIII. INDEMNIFICATION

- i. If the literary work "The Jungle Book" infringes on any The Copyright Act 1987 of a third party not affiliated with Dr Movie Production, Quotes Publisher shall indemnify Dr Movie Production against that claim if all of the following are true:
- ii. Dr Movie Production promptly notifies Quotes Publisher of that claim
- iii. Quotes Publisher controls the defence and settlement of that claim
- iv. Dr Movie Production fully cooperates with Quotes Publisher in connection with its defence and settlement of that claim

v. Dr Movie Production stops all sales, distribution and public use of or relating to the infringing materials, including as necessary any literary work "*The Jungle Book*". If requested by Quotes Publisher.

If Dr Movie Production is enjoined from further use of any infringing materials or if Dr Movie Production stops using any of the materials (including as necessary literary work in the book) because of Quotes Publisher's request (as described in (d) above), Quotes Publisher shall, at its own expense and option:

- a) Obtain the right for Quotes Publisher to continue to use the infringing materials.
- b) Modify the infringing materials to eliminate the infringement (if practicable)
- c) Refund the amount paid under this agreement for the infringing materials to Dr Movie Production, on such terms as the parties may agree.

#### IX. AMENDMENT

No amendment to this Agreement will be effective unless it is in writing and signed by a party or its authorized representative.

#### X. TERMINATION

This agreement may be terminated by Quotes Publisher or Dr Movie Production by providing 30 days written notice to the other party. This agreement automatically terminates on termination date.

- i. Upon termination or expiration of this Agreement, Dr. Movie Production shall cease reproducing, advertising, marketing and distributing the book as soon as is commercially feasible. Dr. Movie Production which is licensee shall have the right to fill existing orders and to sell off existing copies of the literally work then in stock. Quotes Publisher will have the right to verify the existence and validity of the existing orders and existing copies of the literally work then in stock upon reasonable notice to Dr. Movie Production.
- ii. Termination or expiration of this Agreement shall not extinguish any of Dr Movie Production or Quotes Publisher obligations under this Agreement including, but not

limited to, the obligation to pay 25% royalties which by their terms continue after the

date of termination or expiration.

XII. **SEVERABILITY** 

If any provision of this Agreement shall be held to be invalid or unenforceable for any

reason, the remaining provisions shall continue to be valid and enforceable. If a court

finds that any provision of this Agreement is invalid or unenforceable, but that by

limiting such provision it would become valid or enforceable, then such provision

shall be deemed to be written, construed, and enforced as so limited.

This Agreement contains the entire agreement of the parties and there are no other promises

or conditions in any other agreement whether oral or written. This Agreement supersedes any

prior written or oral agreements between the parties.

**OWNER** 

**QUOTES PUBLISHER** 

The Jungle Book by Rudyard Kipling, Quotes Publisher

**DATE: 1 FEBRUARY 2020** 

LICENSEE/USER

Movie Production

Dr. Movie Production

**DATE: 1 FEBRUARY 2020** 

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#### **GROUP REFLECTION**

In this semester, the courses to be taken are subject Law and Management of Intellectual Property with course code SBSD 2043 section 02 under Dr. Hakimah Muhammad Zin. In this course is about concept of Intellectual Property (IP) Law which form protection Intellectual Property and utilizing the rights secured by invention. What we have learnt in this course, this course focus on 4 types of Intellectual Property which is Copyright, Trademarks, Patents and Trade Secret. This subject also taught us to understand about function, act, and prohibited use in any Intellectual Property. In this subject we can learn and understand how owner can take an action if someone uses their idea and their own work. Besides that, our lecturer also gives us an assessment which is can relate with current situation for example cases Yusof Haslam vs Elias Idris. Last but not least, I would like to say Thank You to Dr Hakimah because teach us this subject and give us an understanding about Law and Management of Intellectual Property.

### **REFERENCES**

- https://www.pandadoc.com/copyright-license-agreement-template/
- http://www.myipo.gov.my/en/copyright-licensing-body/?lang=en
- Slide Powerpoint Copyright Law